

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR ARBOR CREST**

THIS DECLARATION made on the date hereinafter set forth by Owners and Developer, hereinafter referred to as the "Declarant".

WITNESSETH:

Davidson County	REST
Recvd: 12/01/08 16:08	24 pgs
Fees:122.00 Taxes:0.00	
20081201-0116546	

WHEREAS, T.F. Homes, LLC is the Owner and Developer of certain real property located in Davidson County, Tennessee, of record as Instrument Number 20050617-0069386, Register's Office for Davidson County, Tennessee as further described in Exhibit "A", and James K. Thomas and Ralph Stevens are the Owners of lots 2 and 18 by instrument of record as 20071231-0148696, and Owners and Developer desires to create thereon a residential development known as Arbor Crest with common areas and open spaces for the mutual benefit of the future residents of the development.

NOW, THEREFORE, Declarant hereby declares that all of the Property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE 1
DEFINITIONS**

- Section 1. "Association" shall mean and refer to Arbor Crest Owners Association, a Tennessee not-for-profit corporation, its successors and assigns.
- Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, but excluding those having such interest merely as a security for the performance of an obligation.
- Section 3. "Property" shall mean and refer to all of that certain real property described in Exhibit "A" and shall include such additional property added to the development from Exhibit "B".
- Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners and designed as "Open Space" or "Common Open Space" or "Buffer Pond, utility and detention area or drainage areas" on the Plat, all of which lie outside of lot lines.
- Section 5. "Lot" shall mean and refer to any numbered plot of land shown upon the Plat(s).
- Section 6. "Member" shall mean and refer to every person or entity who holds membership in the Association.
- Section 7. "Board" means the Board of Directors of Arbor Crest Owners Association, as established by the Charter and By-Laws of Arbor Crest Owners Association.

- Section 8. "By-Laws" means the By-Laws of Arbor Crest Owners Association, attached as Exhibit "B", as amended from time to time. All provisions contained in the body of this Declaration dealing with the Administration and Maintenance of the Property shall be deemed to be a part of the By-Laws.
- Section 9. "Plat" means the plat(s) of the Property of record in the Register's Office for Davidson County, Tennessee, showing the number of each Lot. The Plat(s) may be amended by Declarant in order to grant necessary utilities and drainage easements and provide for the orderly development of the Property.
- Section 10. "Majority" means the Owners of more than fifty percent (50%) of the undivided membership in the Association, present and then eligible to vote. Any specific percentage of Lot Owners mean that percentage of Lot Owners who in the aggregate own such specific percentage of the entire undivided membership in the Association, present and then eligible to vote.
- Section 11. "Residence" shall mean and refer to any building constructed on a Lot and designed and intended for use and occupancy as a residence by a family.

ARTICLE II

PROPERTY RIGHTS

- Section 1. Owner's Easements of Enjoyment. Every Owner shall have right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:
- (a) The right of the Association to establish rules and regulations for the use of the Common Area.
 - (b) The right of the Association to dedicate, convey, mortgage or transfer all or any part of the Common Area to any public agency, authority, utility or other entity for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of Members has been recorded.
- Section 2. Declaration of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area to the Members of his family, his tenants, or contract purchasers who reside on the Lot. Membership in the Association may not be conveyed separate from ownership in the Lot.
- Section 3. Association's Right to Entry. The authorized representative of the Association or the Board shall be entitled to reasonable access to the individual Lots as may be required in connection with the preservation of any individual Lot or any improvements located thereon or in the event of an emergency, or connection with maintenance of, repairs or replacement with the Common Area, or any equipment, facilities or fixtures affecting or serving other Lots or Common Area, or to make any alteration required by any governmental authority.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. Voting. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners, with the exception of Declarant as long as Declarant is a Class B member, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine among themselves, but in no event shall more than one (1) vote be cast with the respect to any Lot.

Class B. The Class B Member shall be Declarant and shall be entitled to six (6) votes for each Lot owned. The Class B membership shall cease and be converted to Class A Membership upon the earlier of (1) when seventy-five (75) percent of the lots are deeded to Homeowners; or (2) December 31, 2012.

Section 3. Organizational Meeting. The Association membership shall hold an organizational meeting at the call of Declarant or within ninety (90) days of following the date of the Class B Membership ceases, whichever is earlier, at which time the membership shall elect the Board, as provided in the By-Laws, and establish procedures for the proper functioning of the Association.

ARTICLE IV
MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

- (a) The Declarant, for every Lot, hereby covenants, and each Owner by acceptance of a deed for a Lot, whether or not expressed in the deed, is deemed to covenant and agree to pay the Association the special annual assessments or charges, together with interest, costs, and reasonable attorney fees, all of which shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made.
- (b) Each assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of assessment.

- (a) The assessments shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property or for the use and enjoyment of the Common Area, including but not limited to, the costs of repairs, replacements, and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against the Common Area, the procurement and

maintenance of insurance in accordance with this instrument and the By-Laws; the employment of attorneys or management agents to represent the Association when necessary, for the improvement and maintenance of the Common Area, performance of obligations, improvements and maintenance as may be required by the terms of storm water detention agreement as recorded as Instrument No. 20050321-0030718.

Section 3. Initial and Annual Assessments.

- (a) Assessments shall be charged for each Lot. The initial capital assessment shall be \$350.00 per lot is to be collected at the time of closing of the sale of each lot. Once the lot owner pays the initial capital assessment, no additional assessment shall be due for the calendar year. Subsequent assessments shall be on an annual basis due on January 1 of each year in the amount of \$300.00 per year, until changed by the Association as provided in Section IV. All funds collected for the Association shall be held in an escrow account and will be used only for maintenance and other Association expenses as provided herein.
- (b) The Board may provide that assessments be payable quarterly or annually.
- (c) The Declarant shall not be exempt from assessments. Assessments due from Declarant shall be paid to the Association at the rate and frequency established by the Board upon the completion and occupancy of a dwelling upon any Lot.

Section 4. Maximum Annual Assessment.

- (a) From and after January 1, 2008, the maximum annual assessment may be increased each year but no more than ten percent (10%) above the maximum assessment for the previous year without the approval by vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (b) The Board shall fix the annual assessment at an amount not in excess of the maximum.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment to pay in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of the Association members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Notice and Quorum for Any Action Authorized under Article IV. Written notice of any meeting called for the purpose of taking any action authorized under this Article shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting, and shall state the purpose of such meeting. At the first such meeting called, the presence of members or of proxies entitled to cast seventy-five percent (75%) of all votes of each respective class of membership shall constitute a quorum for such respective class of membership. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one half (1/2) of the required

quorum at the proceeding meeting. No such subsequent meeting shall be held more than sixty (60) days following the proceeding meeting.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly or annual basis. The books and records for the Association will be kept in such a manner that it is possible to determine, and as certain such sums as are expended for other purposes.

Section 8. Date of Commencement of Annual Assessments; Due Dates; Transfer Fee.

- (a) The annual assessments provided for herein shall commence as provided in Article IV, Section 3. Thereafter, the board shall fix the amount of the annual assessment against each Lot so assessed at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates for the payment of the assessment shall be established by the Board.
- (b) The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.
- (c) The Board may establish a Lot Transfer Fee not to exceed the amount of the annual assessment payable by the purchaser on Lot re-sales to defray the cost of providing the Lot Owners copies of the association By-Laws, Rules and Declarations. Such fee shall be subject to the same terms and conditions of collection as assessments.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. Interest, costs and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such assessments. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 10. Subordination of the Lien to Mortgagees. The lien for assessments and fees payable by an Owner which is secured by the transfer and conveyance shall both be subordinate to the lien of a recorded first mortgage or Deed of Trust of the interest of such Owner, regardless whether the first mortgage or Deed of Trust was recorded before or after this instrument, except for the amount of the proportionate share of assessments which become due and payable from and after the date on which the mortgagee or beneficiary accepts a conveyance of any interest therein (other than as security) or forecloses its mortgage or Deed of Trust. While the lien for assessments may be extinguished by foreclosure, the personal indebtedness therefore shall remain and be the personal obligation of the Owner who owned the Lot when the assessment came due. Any delinquent assessments (after lien extinguishment) may be reallocated and assessed among all Lots as a common expense. This Section 10 shall not be amended, changed, modified or rescinded to adversely affect the priority of first mortgages or beneficiaries of record, without the prior written consent of all first mortgagees and beneficiaries. No mortgage holder shall be required to

collect assessments.

ARTICLE V

ARCHITECTURAL CONTROL

Approval of Plans and Specifications.

- (a) No residence, building, fence, driveway, pool, patio, wall or other structure or improvements shall be constructed, erected or maintained upon a Lot, nor shall any exterior addition to, change, renovation, remodeling or alteration therein be made to any improvements located on a Lot until two copies of the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board or an Architectural Control Committee ("ACC") composed of two (2) or more representatives which shall be appointed by Developer until all lots shall have homes constructed upon them and thereafter the Board. Provided, however, this provision shall not apply to normal maintenance activities which do not substantially alter the color or appearance of the exterior of the improvements.
- (b) Architectural review plans shall consist of a site plan (including landscaping) and floor plans. The plans shall be "line" type plans, not full working drawings. In the event the Board, or Board's designated committee, as the case may be, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.
- (c) No fence of any nature may be extended toward the front property line beyond the front wall of the residences. All fencing shall be materials approved by the board or the Architectural Control Committee. No chain link fencing will be allowed.
- (d) All structures must be built to comply with the approved plans and specifications.

ARTICLE VI

USE RESTRICTIONS

Section 1. Land Use. No Lot shall be used except for private single family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any Lot except one single family dwelling designed for the occupancy of one family.

Section 2. Nuisances. No noxious or offensive trade or activity shall be conducted on any Lot or in the Residence, nor shall anything be done which may be or become an annoyance or nuisance to the neighbors.

Section 3. Use of Other Structure and Vehicles.

- (a) No structure of a temporary character shall be permitted on any Lot except a temporary tool shed, field offices, or field sales offices, used by a builder or the Declarant, which shall be removed when construction or development is completed.
- (b) No building, trailer, basement, tent, shack, garage, barn or structure other than the main residence on a Lot shall at any time be used as a residence, temporarily or permanently.

- (c) Junk vehicles, inoperable vehicles, unlicensed vehicles not for immediate use or vehicles of any kind in disrepair may not be kept or parked on the Property. Moreover, no Owner shall permit any motor vehicles (operable or inoperable) owned or in the possession of such Owner or by any person occupying his Lot or Residence or by any person on his Lot as guest or invitee to be parked on the public streets. All vehicles shall only be parked in the driveway or in a structure designed for such purpose. Vehicles shall not be assembled, disassembled or serviced on the property or any public street unless completely hidden from public view. No commercial vehicles, motor home, boat, bus, truck of over one ton, tractor/trailer rig (separate or in combination) or house trailer or horse trailer may be parked or stored on the Property or any public street, except for vehicle and equipment necessary for and being used in the development and construction of the Property, or providing delivery or repair services to owners. The Board shall have the authority to establish additional rules and regulations concerning vehicles.

Section 4. Dish Antennas. Dish antennas or satellite antennas of thirty-six (36) inches diameter or below will be permitted provided they are screened from view if possible.

Section 5. Animals. No animals, including reptiles, livestock, including potbellied pigs, or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept provided that they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the Lot occupied by the Owner of such pet. All pets shall be kept on leases outside the boundaries of the Lot.

Section 6. Clothes Lines. No clothes lines shall be erected or placed on any Lot.

Section 7. Business Home Occupations. No trade or business of any kind shall be conducted on any Lot, in any Residence or Common Area, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding the provisions hereof, a new Residence may be used by the builder thereof as a model home for display or for the builder's own office, provided said use terminates within one (1) month from completion of the construction of the Residences upon the property.

Section 8. Signs. No sign of any kind shall be erected upon or displayed or otherwise exposed to view on any Lot or any improvement thereon without prior written consent of the Association, or the Declarant prior to the formation of the Association; provided that this requirement shall not preclude the installment by the Declarant of signs identifying the entire subdivision and provided further that this requirement shall not preclude the placement of "For Sale" signs in the front of individual Residences, provided they are professionally lettered realtor's or builder's "For Sale" signs in good taste and not exceeding 18 inches by 24 inches.

Section 9. Disposal of Trash. No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash or garbage or other waste shall not be kept except in sanitary containers. Trash or garbage or other waste shall not be kept except in sanitary containers. Incinerators for garbage, trash, or other refuse shall not be used or permitted to be

erected or placed on any Lot. All equipment, coolers and garbage cans shall be walled or otherwise suitably screened to conceal the same from view of adjoining Lots, roads, streets and Common Areas.

- Section 10. Drains. No storm water drains, roof down spouts or ground water shall be introduced into the sanitary sewer system. Connections on each Lot shall be made with watertight joints in accordance with all applicable plumbing code requirements.
- Section 11. Alterations. Nothing shall be altered or constructed in or removed from the Common Area except upon the written consent of the Association.
- Section 12. Rules for Common Area. The Board is authorized to adopt rules for the use of the Common Area and such rules shall be furnished in writing to the Owners. There will be no violations of these rules.
- Section 13. Solar Panels. The use of solar panels on any Residence or any other structure on any Lot shall be permitted only if the solar panels are not visible from the streets on which said Lot fronts.
- Section 14. Sight Distance at Intersections. On corner Lots adjoining two streets, no fence, wall, hedge, planting, or structure between a height of two and one-half (2 ½) feet and ten (10) feet above the center line grades of the intersecting streets shall be erected, placed, or maintained within the triangular area formed by the Lot lines abutting such streets and a straight line joint such Lot lines at points that are ten (10) feet distant from the intersection thereof as measured thereon.
In the case of a rounded corner at intersecting streets, such measurement shall be made from the point of intersection of the tangents of the curve constituting the rounding. On any Lot having a driveway, no fence, wall, hedge, planting, or structure between a height of two and one-half (2 ½) feet and ten (10) feet above the center line grades of the adjoining street and the driveway shall be erected, placed, or maintained within the triangular area formed by the Lot line abutting the adjoining street and the driveway and a straight line joining such Lot line and driveway at points that are ten (10) feet distant from the point of intersection thereof as measured thereon. In the case of a rounded corner at the intersection of street and driveway, such measurement shall be made from the point of intersection of the tangents of the curve constituting the rounding.
- Section 15. Poles and Goals. The installation of outside light poles or flagpoles over 15 feet in height are prohibited on any lot. Basketball goals cannot be installed in the front or side yard or positioned in such a way as to allow the use of such on a public street. Sports equipment shall be located in the rear yard only.

ARTICLE VII

INSURANCE

- Section 1. Casualty Insurance on Insurable Area. The Association shall keep all insurable improvements and fixtures of the Common Area insured against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property whether real or personal, owned by the Association, against loss or damage by fire and such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property whether real or personal, owned by

the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the Owner and beneficiary of such insurance. The insurance coverage with respect to the Common Area shall be written in the name of, and the proceeds thereof shall be payable to the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are Common Expenses included in the Common Assessments made by the Association. All insurance policies shall be reviewed at least annually by the Board in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the property which may have been damaged or destroyed.

Section 2. Replacement or Repair of Property. In the event of damage to or destruction of any part of the Common Area, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs or repair or replacement of the property damaged or destroyed, the Association may make a special assessment against all Lot owners to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other common assessments made against the Lot owners.

Section 3. Liability Insurance. The Board shall also have authority to and shall obtain comprehensive public liability insurance, in such amounts as it deems desirable, and workmen's compensation insurance and other liability insurance as it deems desirable, insuring each residence owner, mortgage of record, if any, the Association, its officers, directors, Board and employees, the Declarant, and the managing agent, if any, from liability in connection with the Common Area. The premiums for such insurance shall be a common expense.

Section 4. Fidelity Bonds.

- (a) If required by Federal Housing Administration ("FHA") or the Veteran's Administration ("VA"), blanket fidelity bonds will be maintained by the Association for all officers, directors, trustees, and employees of the Association handling, or responsible for the funds of or administered by the Association. Further, in the event the Association delegates some or all of the responsibility from the handling of funds or administered on behalf of the Association.
- (b) The total amount of fidelity bond coverage shall be based upon the best business judgment of the officers of the Association and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association or the management agent, as the case may be, at any given time during the term of each bond. However, in no event shall the aggregate amount of such bond be less than a sum equal to three (3) month's aggregate assessment on all the Lots plus reserve funds.
- (c) All such fidelity bonds shall:
 - (i) name the Association as an obligee;
 - (ii) contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions; and

- (iii) shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days prior notice to the Association.
- (a) Premiums on all such fidelity bonds (except premiums on fidelity bonds maintained by a management agent for its officers, employees and agents) shall be paid by the Association as a common expense.

ARTICLE VIII

EXTERIOR MAINTENANCE

Section 1. Obligation of Owners. It shall be the duty of each Owner to keep the grass on the Lot properly cut. To keep the Lot free from weeds and trash, to maintain all improvements located thereon and to keep it otherwise neat and attractive in appearance.

Section 2. Remedies.

- (a) Should any Owner fail to maintain the Lot or improvements located thereon in a manner satisfactory to the Board and in the event such Owner fails to cure such conditions or to commence to cure same within thirty (30) days after written notice, then in addition to the maintenance of the Common Area, the Association, upon approval by a majority of the Board and two-thirds (2/3) of the members of the Association, shall be authorized to perform exterior maintenance upon each Lot or improvements located thereon as follows: paint, repair, replace and care for roofs, gutters, down spouts, exterior buildings, walks and other exterior improvements.
 - (b) The Board, without the necessity of a vote of the members, proceed to cause a deficiency in the maintenance of a Lot to be corrected by cutting grass, raking leaves and excess grass, pruning trees and shrubbery and other corrective measures deemed necessary by the Board; provided that the Owner shall receive not less than ten (10) days notice of such deficiency and an opportunity to commence to cure the same, following his first violation of this covenant, before the Board shall embark upon any such corrective work. Subsequent violations of this lawn, tree and shrubbery maintenance covenant may be corrected without notice.
 - (c) The cost of any maintenance performed by or on behalf of the Association pursuant to Article VIII shall be a lien upon the lot of the owner and be subject to the same provisions as the collection of assessments including paying the added cost of collection and attorney fees.
- Section 3. Declarant's responsibilities. Declarant shall maintain all Lots owned by the Declarant.

ARTICLE IX

EASEMENTS

Section 1. Platted Easements.

- (a) Easements for installation and maintenance of utilities and drainage facilities are reserves as shown on the Plat. Within these easements no structure, planting or other material shall be placed or permitted to

remain which may interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

- (b) Easements are reserved as shown on any plat and as otherwise shown by the public records for the purpose of permitting overhead or underground wires or cables of public utilities, such as electric, telephone, telegraphs, cable televisions, etc.
- (c) Each Owner shall grant such easements upon his Lot as are necessary to serve the property for water, sewer, telephone, gas, electricity and other utilities, and the erection and maintenance of the necessary poles and other equipment, wires and conduits, sewer and water lines, on, above or below any Lot; provided, however, no Owner shall be required to grant any easement which would interfere with the use and enjoyment of his Lot or residence and any easement granted hereby shall impose on the grantee of said easement the obligation to: (a) maintain said easement so that the use thereof will not interfere with the use and enjoyment of any Lot or residence and (b) repair and restore that portion of any Lot upon which the easement is located to its original condition or as near as possible to its original condition.

Section 2. Easements Reserved by Declarant.

- (a) Until completion of intended development of the Property, an easement is reserved to Declarant and Assigns for ingress and egress generally across the Property and any Lot, at reasonable places, for the purpose of completing Declarant intended development of the Property and any Property, provided that said easement shall be reasonable and shall not interfere with the construction of improvements on a Lot nor the use and enjoyment of a Lot by a Lot Owner.
- (b) Until completion of Declarant intended development of the Property, an easement is reserved to Declarant and Assigns to enter the Common Area and to maintain thereon such facilities and perform such operations as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the intended development of the Property by Declarant, including without limitation, a business office, sales office, storage area, construction yards, signs and model units.

Section 3. Easements Reserved for the Association. An easement is granted and reserved to the Association, its officers, agents, employees, including employees or any management company having a contract with the Association, over and upon the Common Area to perform the duties of maintenance and repair of the Common Area, to maintain any utilities for which an easement has been granted, and to prevent damage to the Common Area or any Lot or Residence situated thereon.

ARTICLE X
NOTICE TO MORTGAGEES, ETC.

Section 1. Notices. Upon written request to the Association identifying the name and address of the holder, insurer, or guarantor or any Deed of Trust lien on the Property, or a Lot located herein, and, in the case of a Lot, the Lot number or address, any such lienholder or eligible insurer or guarantor shall be entitled to timely written notice of:

- (a) any condemnation loss or any casualty loss which affects a material portion of the Property or a Lot located therein on which there is a

first Deed of Trust Lien held, insured, or guaranteed by such eligible Deed of Trust lienholder or eligible insurer or guarantor, as applicable;

- (b) any delinquency in the payment of assessments or charges owed by an Owner subject to a first Deed of Trust lien held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of sixty (60) days;
- (c) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and
- (b) any proposed action which would require the consent of a specified percentage of Deed of Trust lienholder.

ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 1. Enforcement. The Association, the Declarant, or any Owner, shall have the right to enforce, by any proceeding at law, or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, the Declarant, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association Declarant or Owner may recover its reasonable Attorney fees for the enforcement of any provisions hereof in the discretion of the Court. Article IV hereof shall govern matters pertaining to assessments and Attorney fees and for the collection thereof.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. Unless canceled, altered, or amended under the provisions of this Article, the covenants and restrictions of this Declaration shall run with the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety (90%) percent of the Lot Owners, and thereafter by an instrument signed by not less than seventy five (75%) percent of the Lot Owners, provided that no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements as herein provided, or affect any lien for the payment thereof established herein. Any amendment must be recorded.

Section 4. Non-Liability of the Directors, Board and Officers. Neither the Directors, Board, nor the Officers of the Association shall be personally liable to the Lot Owners for any mistake or judgment or for any other acts or omissions of any nature whatsoever as such directors, Board, Officers or Declarant, except for any acts or omissions found by a court to constitute gross negligence or actual fraud. The Lot Owners shall indemnify and hold harmless each of the Directors, Board, or Officers and their respective heirs, executors, administrators, successors and assigns in accordance with the By-Laws.

Section 5. Board's Determination Binding. In the event of any dispute or

disagreement between any Owners relating to the Property or any questions or interpretation or application of the provisions of the Declaration or By-Laws, the determination thereof by the Board shall be final and binding on each and all such Owners.

Section 6. Notices. Notices provided for in the Declaration or By-Laws shall be in writing, and shall be addressed to the Association or Board at 2572 Murfreesboro Road, Nashville, TN 37217 or any Owner, as the case may be, at any Owner's Lot number address, or at such other address as hereinafter provided. The Association or Board may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Owners. Any Owner may designate a different address for notices to him (other than to his or her Lot) by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail, or when delivered in person upon written acknowledgment of the receipt thereof.

Section 7. Rights and Obligations.

- (a) Each Grantee of the Declarant, by the acceptance of a Deed of Conveyance accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration. All future Owners and occupants shall be subject to and shall comply with the provisions of this Declaration by reference. All rights, benefit and privileges of every charter hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every Deed of Conveyance or Contract for Conveyance.
- (b) All present and future Owners, tenants and occupants of a Lot shall be subject to and shall comply with the provisions of the By-Laws referred to herein as they may be amended from time to time. The acceptance of a Deed of Conveyance devise or of a lease to a Lot, or the entering into occupancy of any Lot shall constitute an agreement that the provisions of the said By-Laws and any Rules and Regulations promulgated thereunder, as they may be amended from time to time, are assumed, accepted and ratified by such Owner, tenant or occupant, and all such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Lot, as though such provisions were recited and stipulated at length in each and every Deed, Conveyance or Lease, thereof.
- (c) The terms and conditions of the Declaration, By-Laws, and Rules and Regulations may be incorporated by reference in, and become part of, the agreement between any first mortgagee and any present or future Owner who enters into such an agreement with a first mortgagee. When so incorporated, any default in the terms and conditions of the Declaration, By-Laws, and Rules and Regulations may be considered as a default by the first mortgagee, whereupon first mortgagee, after exercising its option to declare a default, shall then have all rights and privileges arising as a result of a default under its agreement with said Owner.

Section 8. Enforcement. In the event the Association, or any successor organization, shall at any time fail to maintain the Common Area in reasonable order and condition in accordance with the adopted final

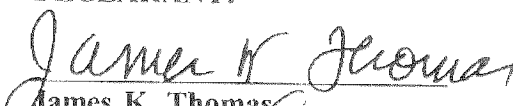
master development plan for the Development approved by the Planning Commission for the Metropolitan Government of Nashville, Tennessee, the Zoning Administrator for Metropolitan Government of Nashville may serve written notice upon such organization and/or the Owners of residents for the Development and hold a public hearing. If such deficiencies and maintenance of the Common Area in question are not corrected within thirty (30) days, then the Zoning Administration shall have the right to call upon any public or private agency to maintain the Common Area in question for a period of one (1) year. Thereafter, if the Zoning Administrator determines that such organization is not prepared for the maintenance of the Common Area in question, such agency shall continue maintenance for yearly periods. The cost of such maintenance by such agency shall be assessed proportionately against the Lots within the Development that have the responsibility for such maintenance of the Common Area in Question and shall become a lien on said Lots.

DECLARANT:
T. F. Homes LLC

By: 

Title: Chief Manager

DECLARANT:


James K. Thomas


Ralph Stevens

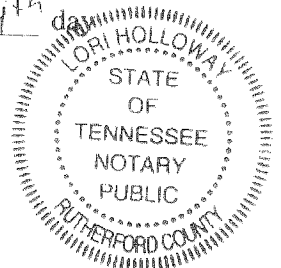
STATE OF TENNESSEE
COUNTY OF Rutherford

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Ralph Stevens with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself/herself to be the Chief Manager of the T. F. Homes and that he/she as such Chief Manager foregoing instrument for the purposes therein contained,

Witness my hand and official seal at Smyrna, Tennessee, this the 4th day of November, 2008.

Lori Holloway
Notary Public

Commission expires: 7-16-2011



STATE OF TENNESSEE
COUNTY OF Rutherford

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named James K. Thomas with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained. Witness my hand and official seal at Smyrna, Tennessee this 4th day of November, 2008.

Lori Holloway
Notary Public

Commission expires: 7-16-2011



STATE OF TENNESSEE
COUNTY OF Rutherford

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Ralph Stevens with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained. Witness my hand and official seal at Smyrna, Tennessee this 4th day of November, 2008.

Lori Holloway
Notary Public

Commission expires: 7-16-2011

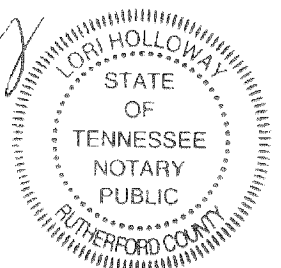


EXHIBIT "A"
BY-LAWS
OF
Arbor Crest Owners Association

ARTICLE I
NAME AND LOCATION

The name of the Association is Arbor Crest Owners Association, a Tennessee not-for profit corporation, hereinafter referred to as the "Association." The principal office of the Corporation shall be located at 2572 Murfreesboro Road, Nashville, TN 37217, but meetings of members and Directors may be held at such places within the State of Tennessee, County of Davidson, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

The following words, when used herein, shall have the following meanings.

- Section 1. "Association" shall mean and refer to Arbor Crest Owners Association, a not-for-profit corporation, its successors and assigns.
- Section 2. "Common Area" shall mean all real estate property owned by the Association for the common use and enjoyment of the owners, as more fully shown on the Plat as that term is defined in the Declaration.
- Section 3. "Declaration" shall mean and refer to the Declaration of Arbor Crest.
- Section 4. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Property in the Register's Office for Davidson County, Tennessee.
- Section 5. "Lot" shall mean and refer to any numbered plot of land shown upon the Plat as that term is defined in the Declaration.
- Section 6. "Member" shall mean and refer to every person or entity entitled to membership as provided in the Declaration.
- Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Property, including contract sellers, but excluding those having such interest merely as a security for the performance of an obligation.
- Section 8. "Property" shall mean and refer to that certain real property described in the Declaration.

ARTICLE III
MEETING OF MEMBERS

- Section 1. Annual Meetings. The first annual meeting of the Members may be held as provided in Article III, Section 3 of the Declaration. Each subsequent

regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 P.M., or such time as the Board of Directors may select. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following, which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all the votes of the membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least thirty (30) days before such meeting to each Member entitled to vote at the meeting, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Notice of a meeting may be made by announcement where a called meeting failed to obtain a quorum.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, fifty percent (50%) of the votes of each class of membership shall constitute a quorum for each respective class, except as otherwise provide in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote at the meeting shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting. If the required quorum is not present, the required quorum at the subsequent meeting shall be one half (1/2) of the required quorum at the proceeding meeting but not less than twenty-five (25%) percent of the members entitled to vote.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

ARTICLE IV BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by the Board of Directors (The "Board"), who need not be Members of the Association. There shall be at least two (2) Directors but no more than five (5) Directors.

Section 2. Term of Office. At the first annual meeting, the Members (as defined in Article III, Section 3 of the Declaration) shall elect one (1) Director for a term of one year, one (1) Director for a term of two years and up to three (3) Directors for a term of three years; and at each annual meeting thereafter the Members shall elect Directors for a term of three (3) years to fill any vacancy due to the expired term of any Director.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Members of the Board, and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation from any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting, which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 6. Initial Board of Directors. The initial Board of Directors shall be the individuals set forth in Article III, Section 3 of the Declaration.

ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

Election to the Board of Directors shall be by secret written ballot of the Members. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days notice of each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII POWERS AND DUTIES

- Section 1. Powers. The Board of Directors shall have the power to:
- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guest thereon, and to establish penalties for the infraction thereof;
 - (b) suspend the voting rights and right to use the Common Area of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;
 - (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other

provisions of these By-Laws, the Articles of Incorporation or the Declaration;

- (d) declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (e) employ managers, independent contractors, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and present a statement thereof to the Members at an annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled of a vote;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
 - (i) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; and
 - (ii) send written notice of each assessment to every Lot Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - (iii) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due dates or to bring an action at law against the Lot Owner personally obligated to pay the same.
- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of payment;
- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) cause the Common Area to be maintained;
- (h) procure and maintain adequate Director's Liability Insurance, as it may be deemed appropriate.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President, a Secretary, and a Treasurer, who shall at all times be Members of the Board of Directors and such other officers, as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first

meeting of the Board of Directors following each annual meeting of the Members.

- Section 3. Term. The Officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year or until their successor is duly elected and takes office.
- Section 4. Special Appointments. The Board may elect such officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.
- Section 5. Resignation and Removal. The Board may remove any officer from office with or without cause. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.
- Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.
- Section 7. Multiple Offices. The same person may hold the offices of Secretary and Treasurer. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.
- Section 8. Duties. The duties of the officers are as follows:

PRESIDENT

- (a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

SECRETARY

- (b) The Secretary shall record the votes and keep the minutes of all meeting and proceedings of the Board and of the Members; Keep the corporate seal of the Association (if one is obtained) and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

TREASURER

- (c) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as authorized by the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of accounts; if requested by the Board, cause an annual audit of the Association's books to be made by public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meetings, and deliver a copy of each to the Members.

ARTICLE IX COMMITTEE

The Board of Directors may appoint an Architectural Control Committee, as provided in the Declaration. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation, and By-Laws of the Association shall be available for inspection by any Member at the Principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE XI ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments, which are secured by a continuing lien upon the property against which the assessment is made. Any assessments, which are not paid when due, shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten (10) percent per annum, and the Association may bring an action at law against the Lot Owner personally obligated to pay the same or foreclose the lien against the Lot, and interest costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessments. No Lot Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot.

ARTICLE XII CORPORATE SEAL

The Association may have a seal in circular form having within its circumference the Corporation's name.

ARTICLE XIII AMENDMENTS

Section 1. Until termination of the Class B Membership, these By-Laws may be amended, at a regular or special meeting of the Class B Members, by a vote of a majority of a quorum of the Class B Members present in person or by proxy. After termination of the Class B Membership, these By-Laws may be amended at a regular or special meeting of the Class A Members, by a vote of a majority of a Quorum of the Class A Members present in person or by Proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIII MISCELLANEOUS

The fiscal year of the Association shall begin on the first (1st) day of January and end on the thirty-first (31st) day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, the Incorporator of the Arbor Crest Owners Association have hereunto set our hands this the 4th day of November, 2008.

Bruce B. Fisher

Exhibit "B"
Legal Description

Described according to a survey by S & A Surveying
Dated May 7, 2005.

Described as follows:

Being a ~~conveyance~~ tract of land in the Thirty Third Council District of Davidson County, Tennessee known as the J. C. Jones property (Deed Book 167, Page 137). Bounded on the north by Tune, Harrison and Corley, east by Bakers Grove Road, south by Bayless and Corps of Engineers, and west by Corps of Engineers and being more particularly described as follows.

Beginning at an iron rod (old), in the west margin of Bakers Grove Road, said rod being S 37° 40' W - 97.9' from the centerline of Bakers Grove Road and Bakers Grove lane and also being the northeast corner of Morris W. and Janet F. Bayless (Deed Book 10198, Page 666);

Thence, with the north and west lines of Bayless for the next two calls:

N 82° 31' 58" W - 789.24' to an iron rod (old);

S 03° 22' 28" W - 237.53' to a monument (old) in the northerly line of United States of America, Corps of Engineers;

Thence, with the north and east lines of Corps of Engineers for the next eight calls:

N 83° 35' 49" W - 713.73' to a monument (old);

N 57° 01' 23" W - 159.16' to a monument (old);

S 76° 34' 07" W - 305.95' to a monument (old);

S 29° 40' 07" W - 195.47' to a monument (old);

N 80° 54' 56" W - 461.77' to a monument (old);

N 06° 12' 15" E - 492.61' to a monument (old);

N 00° 23' 04" E - 258.02' to a monument (old);

N 08° 13' 22" E - 588.16' to a monument (old) at the southwest corner of James F. Tune, ET UX (Deed Book 3071, Page 33);

Thence, with the south line of Tune, S 32° 54' 48" E - 1435.59' to an iron rod (old) at the northwest corner of a cemetery;

Thence, with the west and south lines of the cemetery for the next two calls:

S 01° 23' 57" W - 77.10' to an iron rod (old);

S 87° 34' 17" E - 177.35' to an iron rod (old) in the west line of Brim K. and Linda Harrison (Deed Book 20041122, Page 139610);

Thence, with the west and south lines of Harrison for the next two calls:

S 03° 16' 40" W - 434.73' to an iron rod (old);

S 81° 14' 37" E - 452.35' to an iron rod (old) in the west line of Nathan D. Corley (Deed Book 20040709, Page 81971);

Thence, with the west and south lines of Corley for the next two calls:

S 10° 37' 19" W - 211.52' to an iron rod (old);

S 79° 02' 51" E - 410.58' to an iron rod (old) in the west margin of Bakers Grove Road;

Thence, with the west margin of Bakers Grove Road, S 21° 16' 14" W - 141.94' to the POINT OF BEGINNING and containing 49.83 acres more or less.

Said Property is further identified as the Arbor Crest Subdivision,
Final Plat not of record.

R.G. J.W.

I, Philip Ellis, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Philip Ellis

Signature

State of Tennessee

County of Rutherford

Personally appeared before me, Lori Holloway, a notary public for this county and state, Philip Ellis who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Lori Holloway
Notary's Signature

MY COMMISSION EXPIRES: 7-16-2011

Notary's Seal (If on paper)

